

EXHIBIT 1



Notice of Service of Process

null / ALL
Transmittal Number: 29784361
Date Processed: 08/28/2024

Primary Contact: Christine DiDomizio
Jaguar Land Rover North America, LLC
100 Jaguar Land Rover Way
Mahwah, NJ 07495-1100

Electronic copy provided to: Ricardo Tapia
Ramsey Ong
Nadira Kirkland
Patricia Bradley
Agnes Wegiel
Timothy Fleming

Entity: Jaguar Land Rover North America, LLC
Entity ID Number 3279821

Entity Served: Jaguar Land Rover North America, LLC

Title of Action: Mehrnaz Bahari vs. Jaguar Land Rover North America, LLC, a Delaware Limited Liability Company

Matter Name/ID: Mehrnaz Bahari vs. Jaguar Land Rover North America, LLC, a Delaware Limited Liability Company (16184744)

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 24NNCV03852

Jurisdiction Served: California

Date Served on CSC: 08/28/2024

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Quill & Arrow, LLP
310-933-4271

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR OFFICE USE ONLY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MEHRNAZ BAHARI, an individual

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/28/2024 7:50 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of LOS ANGELES Superior Court
(El nombre y dirección de la corte es):

PASADENA COURTHOUSE, 500 East Walnut Street, Pasadena, CA 91101

CASE NUMBER:
(Número del Caso):

24NINCV03852

GLENDALÉ COURTHOUSE
600 EAST BROADWAY
GLENDALÉ, CA 91206

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Y. Jacobson, Esq. and Joshua Kohanoff, Esq.; QUILL & ARROW, LLP; 10880 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024; Tel: (310) 933-4271

David W. Slayton, Executive Officer/Clerk of Court

DATE:

Clerk, by

D. Gallegos

, Deputy

(Fecha) 08/28/2024

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

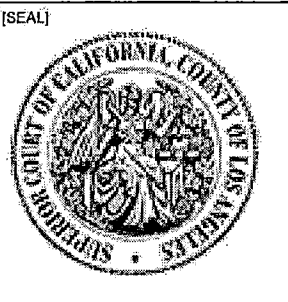
3. ☒ on behalf of (specify): JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability Company

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☒ other (specify): Limited Liability Company

4. ☐ by personal delivery on (date):

Page 1 of 1



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Kevin Y. Jacobson, Esq. (SBN 320532) Joshua Kohanoff, Esq. (SBN 346192) QUILL & ARROW, LLP 10880 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024 TELEPHONE NO.: (310) 933-4271 FAX NO.: (310) 889-0645 EMAIL ADDRESS: e-service@quillarowlaw.com ATTORNEY FOR (Name): Plaintiff: MEHRNAZ BAHARI		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/27/2024 5:04 PM David W. Slayton, Executive Officer/Clerk of Court, By D. Gallegos, Deputy Clerk.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 East Walnut Street MAILING ADDRESS: 300 East Walnut Street CITY AND ZIP CODE: Pasadena, CA 91101 BRANCH NAME: PASADENA COURTHOUSE		
CASE NAME: BAHARI, MEHRNAZ v. JAGUAR LAND ROVER NORTH AMERICA, LLC		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 24NNCV03852 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 27, 2024

Kevin Y. Jacobson, Esq.

(TYPE OR PRINT NAME)

Kevin Y. Jacobson

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rule.
 - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
 - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements under rules for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative: Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*

Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*

Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE BAHARI, MEHRNAZ v. JAGUAR LAND ROVER NORTH AMERICA, LLC	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE BAHARI, MEHRNAZ v. JAGUAR LAND ROVER NORTH AMERICA, LLC	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE BAHARI, MEHRNAZ v. JAGUAR LAND ROVER NORTH AMERICA, LLC	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE BAHARI, MEHRNAZ v. JAGUAR LAND ROVER NORTH AMERICA, LLC	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9


SHORT TITLE BAHARI, MEHRNAZ v. JAGUAR LAND ROVER NORTH AMERICA, LLC	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 330 N Brand Blvd., Suite 700
CITY: Glendale	STATE: CA	ZIP CODE: 91203	

Step 5: Certification of Assignment: I certify that this case is properly filed in the NORTHEAST District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: August 27, 2024


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

QUILL & ARROW, LLP

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Los Angeles, CA, 90024

Telephone: (310) 933-4271

Facsimile: (310) 889-0645

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/27/2024 5:04 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

Attorneys for Plaintiff,
MEHRNAZ BAHARI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MEHRNAZ BAHARI, an individual,

Plaintiff,

vs.

JAGUAR LAND ROVER NORTH
AMERICA, LLC, a Delaware Limited
Liability Company, and DOES 1 through
10, inclusive,

Defendants.

Case No.: **24INNCV03852**
Unlimited Jurisdiction

COMPLAINT

- 1. VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
- 2. VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
- 3. VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**

1 Plaintiff, MEHRNAZ BAHARI, an individual ("Plaintiff"), alleges as follows against
2 Defendant, JAGUAR LAND ROVER NORTH AMERICA, LLC, a Delaware Limited Liability
3 Company ("JAGUAR LAND ROVER NORTH AMERICA, LLC"), and DOES 1 through 10
4 inclusive, on information and belief, formed after a reasonable inquiry under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, MEHRNAZ BAHARI, hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, MEHRNAZ BAHARI, is an individual residing in the City of Chula Vista,
9 State of California.

10 3. Defendant, JAGUAR LAND ROVER NORTH AMERICA, LLC, is and was a
11 Delaware Limited Liability Company operating and doing business in the State of California.

12 4. These causes of action arise out of warranty and repair obligations of JAGUAR
13 LAND ROVER NORTH AMERICA, LLC in connection with a vehicle Plaintiff purchased and
14 for which JAGUAR LAND ROVER NORTH AMERICA, LLC issued a written warranty. The
15 warranty was not issued by the selling dealership.

16 5. Plaintiff does not know the true names and capacities, whether corporate,
17 partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10,
18 inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant
19 Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and
20 transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend
21 this Complaint to set forth the true names and capacities of the fictitiously named Defendant,
22 together with appropriate charging allegations, when ascertained.

23 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
24 director, or managing agent of the corporate employer.

25 7. Each Defendant, whether actually or fictitiously named herein, was the principal,
26 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal
27 or within the course and scope of such employment or agency, took some part in the acts and
28 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief



1 prayed for herein.

2 8. On February 2, 2023, Plaintiff purchased a 2020 Land Rover Range Rover, having
3 VIN No.: SALGS2RUXLA575935 ("the Subject Vehicle"). The Subject Vehicle, as reflected in
4 the sales contract, has an approximate value of \$96,505.84. These causes of action arise out of
5 warranty and repair obligations of JAGUAR LAND ROVER NORTH AMERICA, LLC in
6 connection with a vehicle that Plaintiff purchased and for which JAGUAR LAND ROVER
7 NORTH AMERICA, LLC issued a written warranty. The warranty was not issued by the selling
8 dealership.

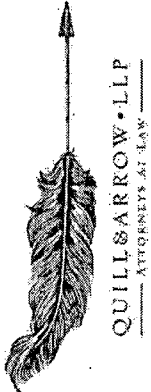
9 9. JAGUAR LAND ROVER NORTH AMERICA, LLC warranted the Subject
10 Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to
11 provide compensation if there was a failure in such utility or performance. In connection with the
12 purchase, Plaintiff received various warranties, inter alia, a 4-year/50,000 mile express bumper to
13 bumper warranty, a 4-year/50,000 mile powertrain warranty which, inter alia, covers the engine
14 and the transmission, as well as various emissions warranties that exceed the time and mileage
15 limitations of the bumper to bumper and powertrain warranties.

16 10. The Subject Vehicle was delivered to Plaintiff with serious defects and
17 nonconformities to warranty and developed other serious defects and nonconformities to warranty
18 including, but not limited to, engine, electrical, emission and structural system defects.

19 11. Plaintiff first presented the Subject Vehicle for repairs in March 2023 and reported
20 the Revolutions Per Minute ("RPM") excessively surging and the "Check Engine" light
21 illuminating. Furthermore, the rear-view camera and the infotainment screen malfunctioned.
22 Moreover, Plaintiff reported the Homelink system to be inoperative and difficulty opening the
23 lower liftgate. In addition to, the Subject Vehicle exhibited difficulty responding to Keyless Entry
24 and Smart Key Button features.

25 12. In May 2023, Plaintiff presented the Subject Vehicle again for "Coolant" light
26 displaying on the instrument cluster. Additionally, the driver's door top speaker emitted an
27 abnormal noise while playing audio. Furthermore, Plaintiff reported the rear-view camera and the
28 infotainment screen malfunctioning. Moreover, Plaintiff reported the RPMs excessively surging.





1 13. Plaintiff presented the Subject Vehicle again in June 2023 and reported “Coolant”
2 light reappearing. Additionally, Plaintiff reported difficulty opening the glove box. Moreover, the
3 infotainment screen malfunctioned for the third time. Furthermore, the engine area emitted an
4 abnormal noise upon start up.

5 14. In July 2023, Plaintiff presented the Subject Vehicle again and reported the right
6 wheel emitting an abnormal noise upon start. Additionally, the glove box repeatedly failed to open.
7 Moreover, Plaintiff reported the fourth instance of the infotainment screen malfunctioning.

8 15. Plaintiff presented the Subject Vehicle again in February 2024 and reported the
9 liftgate failing to open. Additionally, the “Low Battery Please Start Engine” message displayed on
10 the instrument cluster and the Subject Vehicle exhibited difficulty starting. Moreover, the
11 infotainment screen malfunctioned for the fifth time.

12 16. Plaintiff hereby revokes acceptance of the sales contract.

13 17. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the “Act”) Civil
14 Code sections 1790 *et seq.* the Subject Vehicle constitutes “consumer goods” used primarily for
15 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

16 18. Plaintiff is a “buyer” of consumer goods under the Act.

17 19. Defendant, JAGUAR LAND ROVER NORTH AMERICA, LLC, is a
18 “manufacturer” and/or “distributor” under the Act.

19 20. Plaintiff hereby demands trial by jury in this action.

20 **FIRST CAUSE OF ACTION**

21 **Violation of the Song-Beverly Act – Breach of Express Warranty**

22 21. Plaintiff incorporates herein by reference each and every allegation contained in the
23 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

24 22. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject
25 Vehicle would be free from defects in materials, nonconformity, or workmanship during the
26 applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant
27 JAGUAR LAND ROVER NORTH AMERICA, LLC would repair the defects.

28 23. The Subject Vehicle was delivered to Plaintiff with serious defects and



1 nonconformities to warranty and developed other serious defects and nonconformities to warranty
2 including, but not limited to, engine, electrical, emission and structural system defects.

3 24. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil
4 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or
5 household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

6 25. Plaintiff is the "buyer" of consumer goods under the Act.

7 26. Defendant, JAGUAR LAND ROVER NORTH AMERICA, LLC, is a
8 "manufacturer" and/or "distributor" under the Act.

9 27. The foregoing defects and nonconformities to warranty manifested themselves in
10 the Subject Vehicle within the applicable express warranty period. The nonconformities
11 substantially impair the use, value, and/or safety of the vehicle.

12 28. Plaintiff delivered the vehicle to an authorized JAGUAR LAND ROVER NORTH
13 AMERICA, LLC repair facility for repair of the nonconformities.

14 29. Defendant was unable to conform Plaintiff's vehicle to the applicable express
15 warranty after a reasonable number of repair attempts.

16 30. Notwithstanding Plaintiff's entitlement, Defendant JAGUAR LAND ROVER
17 NORTH AMERICA, LLC has failed to either promptly replace the new motor vehicle or to
18 promptly make restitution in accordance with the Song-Beverly Act.

19 31. By failure of Defendant to remedy the defects as alleged above or to issue a refund
20 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

21 32. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle
22 less that amount directly attributable to use by the Plaintiff prior to the first presentation of the
23 nonconformities.

24 33. Plaintiff is entitled to all incidental, consequential, and general damages resulting
25 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

26 34. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a
27 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
28 incurred in connection with the commencement and prosecution of this action.

1 35. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in
2 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
3 for JAGUAR LAND ROVER NORTH AMERICA, LLC's willful failure to comply with its
4 responsibilities under the Act.

5 **SECOND CAUSE OF ACTION**

6 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

7 36. Plaintiff incorporates herein by reference each and every allegation contained in the
8 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

9 37. JAGUAR LAND ROVER NORTH AMERICA, LLC and its authorized dealership
10 at which Plaintiff purchased the Subject Vehicle had reason to know the purpose of the Subject
11 Vehicle at the time of sale of the Subject Vehicle. The Subject Vehicle was accompanied by
12 implied warranties provided for under the law.

13 38. Among other warranties, the Subject Vehicle was accompanied by an implied
14 warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

15 39. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability
16 means and includes that the Vehicle will comply with each of the following requirements: (1) The
17 Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is
18 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately
19 contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of
20 fact made on the container or label.

21 40. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
22 used because it was equipped with one or more defective vehicle systems/components.

23 41. The Subject Vehicle did not measure up to the promises or facts stated on the
24 container or label because it was equipped with one or more defective vehicle systems/components.

25 42. The Subject Vehicle was not of the same quality as those generally accepted in the
26 trade because it was sold with one or more defective vehicle systems/components which manifested
27 as engine, electrical, emission and structural system defects.

28 43. Upon information and belief, the defective vehicle systems and components were



1 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied
2 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
3 applicable laws.

4 44. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
5 Civil Code, section 1794, *et seq.*

6 45. Plaintiff hereby revokes acceptance of the Subject Vehicle.

7 46. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
8 1794, *et seq.*

9 47. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,
10 *et seq.* and Commercial Code, section 2711.

11 48. Plaintiff is entitled to recover any incidental, consequential, and/or “cover” damages
12 under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

13 THIRD CAUSE OF ACTION

14 **Violation of the Song-Beverly Act Section 1793.2(b)**

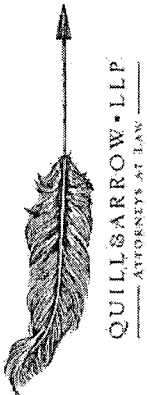
15 49. Plaintiff incorporates herein by reference each and every allegation contained in the
16 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

17 50. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells
18 consumer goods in California, for which it has made an express warranty, shall maintain service
19 and repair facilities or designate and authorize independent service and repair facilities to carry out
20 the terms of those warranties.

21 51. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of
22 goods are necessary because they do not conform with the applicable express warranties, service
23 and repair shall be commenced within a reasonable time by the manufacturer or its representative.

24 52. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced
25 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable
26 time.

27 53. The sale of the Subject Vehicle was accompanied by express warranties, including
28 a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective





1 parts, including the electrical system.

2 54. Plaintiff delivered the Subject Vehicle to JAGUAR LAND ROVER NORTH
3 AMERICA, LLC's authorized service representatives on multiple occasions. The Subject Vehicle
4 was delivered for repairs of defects, which amount to nonconformities to the express warranties
5 that accompanied the sale of the Subject Vehicle.

6 55. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
7 within 30-days and/or commence repairs within a reasonable time, and JAGUAR LAND ROVER
8 NORTH AMERICA, LLC has failed to tender the Subject Vehicle back to Plaintiff in conformance
9 with its warranties within the timeframes set forth in Civil Code section 1793.2(b).

10 56. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
11 Civil Code, section 1794, *et seq.*

12 57. Plaintiff hereby revokes acceptance of the Subject Vehicle.

13 58. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
14 1794, *et seq.*

15 59. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
16 *et seq.* and Commercial Code, section 2711.

17 60. Plaintiff is entitled to recover any "cover" damages under Commercial Code
18 sections 2711, 2712, and Civil Code, section 1794, *et seq.*

19 61. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
20 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

21 62. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
22 times the amount of actual damages in that JAGUAR LAND ROVER NORTH AMERICA, LLC
23 has willfully failed to comply with its responsibilities under the Act.

24 ///

25 ///

26 ///

27 ///

28 ///

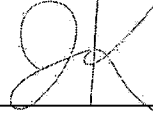
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For general, special, and actual damages according to proof at trial;
 2. For rescission of the purchase contract and restitution of all monies expended;
 3. For diminution in value;
 4. For incidental and consequential damages according to proof at trial;
 5. For civil penalty in the amount of two times Plaintiff's actual damages;
 6. For prejudgment interest at the legal rate;
 7. For reasonable attorney's fees and costs of suit; and
- For such other and further relief as the Court deems just and proper under the circumstances.

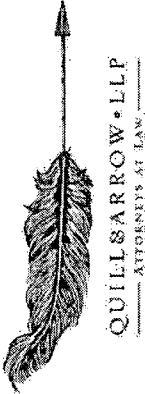
Dated: August 27, 2024

QUILL & ARROW, LLP



Kevin Y. Jacobson, Esq.
Gregory Sogoyan, Esq.
Joshua Kohanoff, Esq.
Attorneys for Plaintiff,
MEHRNAZ BAHARI

Plaintiff, MEHRNAZ BAHARI, hereby demands trial by jury in this action.





Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/27/2024 David W. Slayton, Executive Officer / Clerk of Court By <u>D. Gallegos</u> Deputy
COURTHOUSE ADDRESS: Glendale Courthouse 600 East Broadway, Glendale, CA 91206		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 24NNCV03852

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Ashfaq G. Chowdhury	E					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 08/28/2024
(Date)

By D. Gallegos, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.